

City of Glendale - C-4609

AG Contract No. KR02-1514TRN
ADOT ECS File No. JPA 02-94
Project: TEA-GLN-0(024)A
TRACS No. SL482 01X/02X
Section: Glendale Bike Box Program
Transportation Enhancement Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
CITY OF GLENDALE, ARIZONA

**CITY CLERK
ORIGINAL**

THIS AGREEMENT is entered into 30th September, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of transportation enhancements activities.

4. Such project within the boundary of the County has been selected by the City; the project development and printing have been prepared and, as required, submitted to ADOT and the Federal Highway Administration (FHWA) for its approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.

NO. 25525
Filed with the Secretary of State
Date Filed: 09/30/02

Debra Bayless
Secretary of State

By: Wm. D. Haennewald

7. The work embraced in this agreement to develop/print materials for a bicycle safety information, and the estimated administration/training costs are as follows:

Materials TRACS No. SL482 01X	
Estimated Materials Cost	\$37,860.00
Federal Aid Funds @ 94.3%	<u>\$35,702.00</u>
City of Glendale Funds @ 5.7%	\$ 2,158.00
 Administration/Training TRACS No. SL482 02X	
Estimated Administration/Training	\$ 9,600.00
Federal Aid Funds @ 94.3%	<u>\$ 9,053.00</u>
City of Glendale Funds @ 5.7%	\$ 547.00
 Total City of Glendale Funds for Materials and Administration/Training	
	\$ 2,705.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.
- b. The State will enter into a Project Agreement with FHWA on behalf of the City covering the work embraced in said contract and will request the authorized federal funds available, including materials and administration/training costs.

2. The City will:

- a. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur any expenditure in excess.
- b. Invoice the State once a month equal to percentage of the project's completion for the total amount determined to be eligible for federal funds in the ratio required.
- c. Provide the State and FHWA logos on all printed material and list both agencies as a project sponsors.
- d. Shall provide free public access to all printed material and training.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, development, and training in connection therewith. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is

caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the materials and administration/training work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the City will bear all costs associated therewith.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Glendale
Paula Moloff, Grants Coordinator
6829 North 58th Drive, Suite 200
Glendale, AZ 85301-2599

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

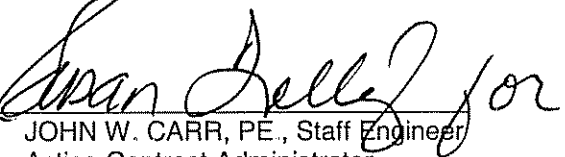
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE, ARIZONA

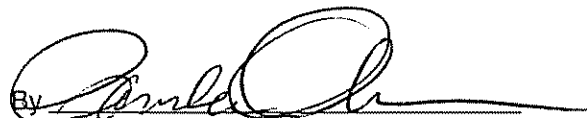
By 
ED BEASLEY
City Manager

STATE OF ARIZONA

Department of Transportation

By 
JOHN W. CARR, PE., Staff Engineer
Acting Contract Administrator


ATTEST:

By 
PAM OLIVEIRA
Glendale City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF GLENDALE for the purpose of defining responsibilities for the obtain federal funds for develop/print materials for a bicycle safety information, and the estimated administration/training of the Glendale Bike Box Program.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Staff Engineer for approval and execution.



SAM MAROUFKHANI, P.E., Deputy State Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 3410 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS, ALONG WITH MATCHING FUNDS, TO THE ARIZONA DEPARTMENT OF TRANSPORTATION TO ENHANCE, IMPROVE OR BEAUTIFY TRANSPORTATION FACILITIES OR EXPAND ALTERNATIVE MODES OF NON-MOTORIZED TRANSPORTATION; AND AUTHORIZING THE ACCEPTANCE OF SAID GRANTS IF AWARDED.

WHEREAS, the City of Glendale is requesting grant funding from the Arizona Department of Transportation for the following projects in the City of Glendale:

- (1) Design and construction of a non-motorized traffic bridge over the 71st Avenue Wash at Skunk Creek. The total estimated project cost is \$512,952. The grant request is for \$432,893.
- (2) Development of Glendale's Gateway Pocket Park, a gateway and rest area project at 43rd and Peoria Avenues. The total estimated project cost is \$553,059. The grant request is for \$343,059.
- (3) Implementation of the Bike Box Program, a "train the trainer" bicycle driver safety education project involving a partnership between the City of Glendale and Phoenix Children's Hospital. The total estimated project cost is \$77,660. The grant request is for \$41,050.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the submittal of the grant applications to the Arizona Department of Transportation is hereby endorsed by the City of Glendale.

SECTION 2. That the City of Glendale, as a Certified Local Government (CLG), hereby approves the projects set forth in the applications.

SECTION 3. That the City of Glendale has matching funds if the grants are awarded by the Arizona Department of Transportation.

SECTION 4. That the City Manager or his designee is appointed as agent of the City of Glendale to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned projects.

SECTION 5. That if the applications are approved and awarded, the grants are then hereby accepted on behalf of the City of Glendale.

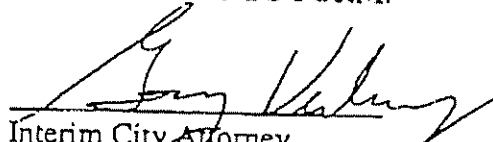
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of September, 2000.


MAYOR

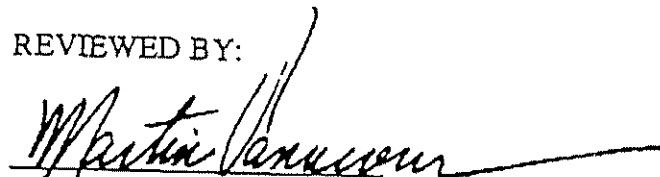
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


Interim City Attorney

REVIEWED BY:

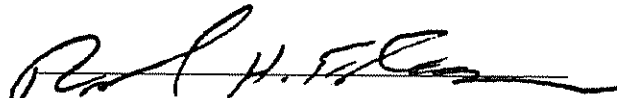

City Manager

JPA 02-94

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of September, 2002.


Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646

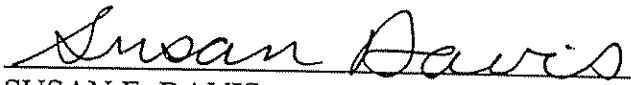
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1514TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 25, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Enc.